



CONDOMINIUM CHECKLIST (WUCIOA Only) FOR TITLE INSURANCE Washington Land Title Association



Ch. 64.90 RCW (Chapter 277, Laws of 2018; SSB 6175)
Washington Uniform Common Interest Ownership Act

This Checklist only for Condominiums recorded after July 1, 2018 (see form date in footer)
See separate checklists for (a) plats, (b) cooperatives, (c) miscellaneous communities created after July 1, 2018, and
(d) condos created before July 1, 2018

Revision as of **11/22/2019** (Check WLTA webpage for later updates)

Project Name:		County:			
Attorney:		Surveyor:			
Title Company:		Developer:			
New Filing <input type="checkbox"/>	Resale <input type="checkbox"/>	Conversion <input type="checkbox"/>	Leasehold <input type="checkbox"/>	Non-RE ^a <input type="checkbox"/>	Timeshare ^b <input type="checkbox"/>

NOTE 1: At least the draft declaration and draft map, and where applicable, the draft public offering statement, for all CICs should be reviewed and compared for consistency by the (a) title company, (b) declarant, (c) declarant's attorney and (d) surveyor prior to any of them being signed, notarized and recorded.

NOTE 2: Check Indicates information required by statute to be in the declaration/CCRs or map.

NOTE 3: If * shown instead of the information need not be included, but if included must be in accordance with the provisions of the referenced statute.

NOTE 4: The definition of "common interest community" (CIC) is *not* based on *ownership* of common elements, but rather *shared expenses* relating to that type of ownership. RCW 64.90.010(10). The four types of CICs are: condominiums (all of which are CICs), cooperatives (all are CICs), "plat communities" (not all are CICs) and "miscellaneous communities" (the latter being essentially any CIC that is not a plat community, condominium or cooperative). Excluded: a lessee's obligation to pay or share expenses and mutual agreements to share expenses for such things as driveways, party walls, wells, etc. RCW 64.90.110 and 64.90.115.

NOTE 5: *Endnotes contain relevant comments relevant to title insurance underwriting and should be reviewed in connection with the associated checklist item.*

64.90 §§	STATUTORY PROVISIONS	YES	NO	N/A
★ CONFIRM TYPE OF COMMON INTEREST COMMUNITY¹★				
010(11)	Project is a <i>condominium</i> (unit owner has undivided interest in common elements) USE THIS CHECKLIST	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
010(15)	Project is a <i>plat</i> (any subdivision created pursuant to RCW 58.17, <i>et. seq.</i> , and local ordinance adopted pursuant thereto). USE DIFFERENT CHECKLIST	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
010(37)	Project is a <i>cooperative</i> (association owns land & improvements; unit owner has proprietary lease). USE DIFFERENT CHECKLIST	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
010(33)	Project is a <i>miscellaneous community</i> (any project that is not a plat, condo or cooperative). USE DIFFERENT CHECKLIST	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

^a This can include manufactured homes and mobile homes titled under Ch. 65.20 RCW and houseboats that may or may not be fixtures or real property. See also "Manufactured Homes – Houseboats" in this checklist.

^b Timesharing is regulated by Chapter 64.36 RCW. Title insurability of individual timeshare interests in any CIC should be reviewed by senior underwriting counsel. But, see also "Timesharing" in this checklist.



64.90 §§	STATUTORY PROVISIONS	YES	NO	N/A
★ OTHER REVIEWS ★				
	Review of declaration “covenants, conditions, restrictions” for title insurance underwriting independent of compliance with WUCIOA.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	Review is final – documents recorded – review again only if amendments	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	Review is preliminary – documents not yet recorded – must review again	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	Is the land located within the boundaries of an Indian reservation? If “YES” complete this checklist, but refer to title insurers senior underwriting for additional review. ²	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Was declaration and/or map amended? (If “YES” review; see “Amendments” below.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
610	Is there a public offering statement (for new condos) to be reviewed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
610	Was final POS (for new condos reviewed for (a) inconsistencies with declaration or map, (b) identification of principal common amenities? ³ (See also “Principal Common Amenities” below.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
610	If POS revised, was it also reviewed? For inconsistencies etc.?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
640	Was <i>association’s</i> resale certificate (for existing condos ⁴) reviewed for disclosures of: (a) assessments, (b) use, age or leasing restrictions, (c) right of first refusal or option to purchase, (d) judgments against association (also see checklist item below), (e) building code violations, (f) violation of governing documents, (g) pending condemnation or sale of common elements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
605(6)	Was <i>declarant’s</i> resale certificate (for new condos ⁵) reviewed for disclosures of: (a) assessments, (b) use, age or leasing restrictions, (c) right of first refusal or option to purchase, (d) judgments against association (also see checklist item below), (e) building code violations, (f) violation of governing documents, (g) pending condemnation or sale of common elements PLUS additional information required by RCW 64.90.605(6)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
640	Was resale certificate provided to escrow?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
490	As to judgments against the association, they attach to all lots/units. The name of the owners association should be checked for judgements when insuring title to any unit/lot in a plat community	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
310	If merged or consolidated with another CIC, review new CIC governing documents. (See also “Merger or Consolidation” below.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
★ DECLARATION ★				
Name				
225(1)(a)	<input checked="" type="checkbox"/> Name of condominium (must match verbatim name on MAP)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
225(1)(a)	Includes a statement <i>immediately after the name</i> that it is a <i>condominium</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
200(1)(b)	<input checked="" type="checkbox"/> Name is <i>not</i> identical to any other CIC and/or approved by the county	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	If phased, does name/title reference the phase number in the name/title? <i>It should not; if “YES” discuss among title company, attorney, declarant & surveyor</i> ⁶	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
200(a)	<input checked="" type="checkbox"/> Executed in the same manner as a deed (name of declarant/authorized signatories and acknowledgments)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Recording				
200(1)(a)	<input checked="" type="checkbox"/> Recorded	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
245(3)	<input checked="" type="checkbox"/> Recorded simultaneously with MAP	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
225(1)(d)	<input checked="" type="checkbox"/> Reference to MAP (may be included with cross-reference to MAP recording data)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
225(1)(l)	<input checked="" type="checkbox"/> Cross reference to MAP recording data ⁷	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
025(5)	* Reviewed and approved by county assessor (if required in your county) ⁸	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



64.90 §§	STATUTORY PROVISIONS	YES	NO	N/A
225(2) & 285	If amended, see “ Amendments ” below	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Miscellaneous				
010(11)	<input checked="" type="checkbox"/> Has common elements. ⁹	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
010(11)	<input checked="" type="checkbox"/> Common elements vested in unit owners as tenants in common (<i>not in owners association</i>). ¹⁰ (If NO refer to title company underwriting.)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
010	* Definitions, if included, consistent with statutory definitions.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
215(a)&(b)	* Is there is a failure of the declaration to comply with the statute? ¹¹	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
215(a)&(b)	* Is failure of the declaration to comply with the statute <i>insignificant</i> ? (See prior endnote.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
650(1)(a)(i) 610(1)(q)	<input checked="" type="checkbox"/> Are all underlying liens (some examples: blanket construction mortgage; tax liens or judgments against declarant or owners association) released as to unit/lot to be insured? ¹²	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
650(1)(b) 650(2)(b)	<input checked="" type="checkbox"/> If an underlying lien is <i>not</i> released, purchaser has accepted in writing OR title insurance against loss is provided. ¹³ Refer to title company underwriting.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
465(1)(a)	* Has any portion of the common elements been conveyed or encumbered by the association? If “YES” title company should consult with underwriting, particularly if access is affected, to confirm compliance with statutory procedures. ¹⁴	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
250	* Have portions of the common elements been withdrawn pursuant to a reserved development right? ¹⁵ If “YES” see “ Development Rights ” and “ Amendments ” below.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	* Has association withdrawn parts of the common elements or purportedly “partially terminated” any portion of the condo? ¹⁶ If “YES” see “ Amendments ” below; title company consult with underwriting.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
030	* Portions of (a) the unit to be insured, (b) common elements or (c) other units have been taken by eminent domain. ¹⁷ If “YES” for any, title company should consult with underwriting and see “ Amendments ” below.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
030	* Allocated interests changed because of eminent domain taking of either units or common elements. If “YES” title company should consult with underwriting.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
235(6)(a)	Does the declaration allow partitioning the common elements? ¹⁸ If “YES” title company should consult with underwriting.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
235(6)(a)	There has been an attempt to partition the common elements. ¹⁹ If “YES” title company should consult with underwriting.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
230	<input checked="" type="checkbox"/> Is CIC being created on a leasehold interest? If “YES” see “ Leasehold Condominiums ” below. ²⁰	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
605(6)(d) 610(1)(hh)(ii)	Is timesharing permitted? (This may not be in the declaration but must be in the POS). If “YES” title company should consult with underwriting. (See “ Timesharing ” below)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
250	Are there reserved development rights? (See “ Development Rights ” and “ Amendments ” below.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
250	Have development rights been exercised? (See “ Development Rights ” and “ Amendments ” below.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
290	<input checked="" type="checkbox"/> Are termination procedures included? (See “ Termination ” below.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Written Legal Descriptions – Declaration				
025(3) 58.17	<input checked="" type="checkbox"/> All property submitted is one (or more) entire tax parcel or “legal” lot (e.g., no part of the condo is only a <i>portion</i> of any tax parcel or “legal” lot). If “NO” title company should consult with underwriting for underwriting related to the possible failure to be a “legal” lot.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>



64.90 §§	STATUTORY PROVISIONS	YES	NO	N/A
58.17.040(7)	<input checked="" type="checkbox"/> If not an entire tax parcel, all INCLUDED property is part of an approved and recorded binding site plan or boundary line adjustment. Title company should consult with underwriting.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
225(1)(b)	<input checked="" type="checkbox"/> Description of entire initial condominium (multiple parcels need not be contiguous).	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	* Description of each appurtenant easement, if any. ²¹ Include any intended but as-yet unrecorded easements. See also “ Principal Common Amenities ” below.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	* Are any new (as-yet unrecorded) easements benefitting the condo land intended to be granted as part of the development process either BEFORE or AFTER recording? <i>If “YES” discuss among title company, attorney, declarant & surveyor.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
225(1)(g)	<input checked="" type="checkbox"/> <i>If known at recording</i> , legal description of land not included in initial condominium but can be added pursuant to reserved development right to phase. ²² (See “ Development Rights ” section below for specifics.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
225(1)(g)	<input checked="" type="checkbox"/> <i>If known at recording</i> , legal description of land included in initial condominium that can be withdrawn pursuant to reserved development right. ²³ (See “ Development Rights ” section below for specifics.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
225(1)(g)	<input checked="" type="checkbox"/> <i>If known at recording</i> , description(s) of all land subject to other development rights. (See “ Development Rights ” section below for specifics.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
225(1)(f) & 010(20)(b)	<input checked="" type="checkbox"/> Description ²⁴ of any land that may later be allocated as LCE <i>and</i> a statement that those described portions may be so allocated. (See also “ Limited Common Elements – Declaration ” and “ Amendments ” below.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
225(1)(g)	<input checked="" type="checkbox"/> Description(s) of all land subject to development rights. (See also “ Development Rights ” section below for specifics)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	* Is any land abutting or running through the CIC intended to be conveyed or dedicated to the public for roads or similar purposes BEFORE OR AFTER recording? ²⁵ <i>If “YES” discuss among title company, attorney, declarant & surveyor.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
230(1)(c)	<input checked="" type="checkbox"/> Description of each portion subject to a lease (see also “ Leasehold Condominiums ” below)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Units – Boundaries in Declaration				
210(1), (2)	* Unit boundaries are wall, floors, ceilings (“traditional” physical monuments). Can be so stated, but if not, this is the default.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
225(1)(d) & 210(1)	<input checked="" type="checkbox"/> Description of unit boundaries <i>if not</i> walls, floors, ceilings (example: airspace units with no physical boundaries, or units with some physical & some airspace boundaries). ²⁶ (Default is walls, floors, ceilings if not defined otherwise.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
225(1)(d) & 210(1)	<input checked="" type="checkbox"/> If different units have different types of boundaries, a statement is included identifying the affected units, and a description of those boundaries.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
010(11)	<input checked="" type="checkbox"/> There are common elements. A unit need not have an upper or lower (horizontal) boundary <i>if</i> the condominium has some other common elements outside of vertical unit boundaries. ²⁷ If “NO” title company underwriting should be consulted.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
270	<input checked="" type="checkbox"/> Original boundaries remain boundaries of units, even if they later shift physical location. ²⁸ If “NO” title company should consult with underwriting.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	* As to “airspace” units, the declaration identifies any improvement to be placed within the unit, such as, for example: <i>manufactured home</i> , ²⁹ <i>boat</i> , <i>houseboat</i> , <i>aircraft</i> , <i>vehicle</i> , <i>detached dwelling</i> , <i>apartment building</i> , etc. Must state whether the improvement is intended to be (or can be converted to) part of the unit (e.g., be real property). ³⁰ (Not required, but removes ambiguity about the nature of the project.) (See also “ Manufactured Homes – Houseboats ” below.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



64.90 §§	STATUTORY PROVISIONS	YES	NO	N/A
Units – General				
225(1)(c)	<input checked="" type="checkbox"/> Total number of units initially created (including <i>existing</i> units where improvements not yet constructed) ³¹	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
225(1)(c)	<input checked="" type="checkbox"/> Maximum number of units that can be created after all phasing (pursuant to reserved development right) completed ³²	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	* Confirm consistency in both declaration and map with respect to non-traditional units that might otherwise be LCE (e.g., moorage slips, parking spaces, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
225(1)(d)	<input checked="" type="checkbox"/> Identifying number ³³ of each unit created. Type: Number <input type="checkbox"/> Letter <input type="checkbox"/> Address <input type="checkbox"/> Other <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	* Identifying number of each unit created agrees with map. ³⁴	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
630(2)	<input checked="" type="checkbox"/> IF POS REQUIRED (new construction), unit substantially completed and available for occupancy. ³⁵ OR ▼ (If POS not being provided, title company should refer to underwriting, notwithstanding next question.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
630(2)	<input checked="" type="checkbox"/> IF POS REQUIRED (new construction), unit is not substantially completed and available for occupancy, but there is written agreement between declarant and buyer. ³⁶ If “NO” title company should consult with underwriting.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
240(3) & 260(2) & (3)	<input checked="" type="checkbox"/> Provides approval process for incorporating common elements into a unit. Requires (1) approval of % all owners [default is 67% if not stated otherwise], (2) recorded amendment to declaration and to map executed by affected unit owner and the association certifying proper adoption. ³⁷	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
255	<input checked="" type="checkbox"/> Provision for alteration of units and common elements (creating apertures between two units in common ownership). ³⁸ Title company underwriting should be consulted when adjoining units are in common ownership.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
260	<input checked="" type="checkbox"/> Provision for relocation of unit boundaries (portion of a unit being incorporated into another unit). ³⁹ If done, requires amending the declaration and the map.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
265(1)	<input checked="" type="checkbox"/> Provision for subdivision of units. If done, requires amending the declaration and the map.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
265(2)	<input checked="" type="checkbox"/> Provision for combination of units. ⁴⁰ If done, requires amending the declaration and the map.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	* Confirm access to each unit through common areas to open public right of way	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Each Unit (if known at the time the declaration is recorded)				
225(1)(d)(i)	<input checked="" type="checkbox"/> Approximate square footage of each unit.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
225(1)(d)(ii)	<input checked="" type="checkbox"/> Number of whole or partial bathrooms if known at the time of recording. ⁴¹	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
225(1)(d)(iii)	<input checked="" type="checkbox"/> Number of primary bedrooms. ⁴²	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
225(1)(d)(iv)	<input checked="" type="checkbox"/> Level or levels on which each unit is located.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
225(1)(d)(i)	* As to “airspace” units within which is a physical structure (such as a single-family home or townhouse), the declaration should also state if known at the time of recording (a) square footage of the “unit structure”, (b) bathrooms, (c) bedrooms, and (d) level or levels. ⁴³	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Allocated Interests				
225(1)(j) & 235(1)	<input checked="" type="checkbox"/> Allocated interests given for undivided interest in CE : Percentages <input type="checkbox"/> Fractions <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
225(1)(j) & 235(1)	<input checked="" type="checkbox"/> Allocated interests given for assessments : Percentages <input type="checkbox"/> Fractions <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
225(1)(j) & 235(1)	<input checked="" type="checkbox"/> Allocated interests given for voting : Percentages <input type="checkbox"/> Fractions <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
235(2)	<input checked="" type="checkbox"/> Formulas given for determining each allocation ⁴⁴	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
235(5)	<input checked="" type="checkbox"/> If percentages, they total “100%” <input type="checkbox"/> If Fractions, total “1” <input type="checkbox"/> ⁴⁵	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



64.90 §§	STATUTORY PROVISIONS	YES	NO	N/A
235(2) & 235(4)(b)	<input checked="" type="checkbox"/> No discrimination in favor of declarant owned units. ⁴⁶ If “YES” title company should consult with underwriting.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
235(3)	<input checked="" type="checkbox"/> Formulas given to be used to reallocate allocated interests (interest in CE, assessments and voting) if units are added or withdrawn later. (Would be related to exercise of reserved development rights.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Units – Use				
100(2)	Does declaration claim <i>partial</i> exemption based on nonresidential use? ⁴⁷ If “YES” consult with underwriting.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
100(4)	Does declaration claim exemption based on mixed use? ⁴⁸ If “YES” consult with underwriting.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
100(2)	* Are all units exclusively nonresidential? ⁴⁹ If “YES” this <i>may</i> mean that the declaration has the option that some provisions of WUCIOA do not apply.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
225(3)	* Are there restrictions on use of unit to be insured? ⁵⁰ If “YES” review for insurability.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
225(3)	* Are there restrictions on occupancy of unit to be insured? ⁵¹ If “YES” review for insurability.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	* Are there restrictions on alienation of unit to be insured? ⁵² If “YES” review for insurability, AND: ▼	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
225(1)(k)	* Contains right of first refusal in favor of owners association or others. If “YES” title company should consult with underwriting. AND/OR: ▼	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
225(1)(k)	* Contains option to purchase in favor of owners association or others. If “YES” title company should consult with underwriting.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
510(9)(c)	* Contains restrictions on <i>leasing</i> of units. If “YES” and if insuring a leasehold estate in a unit, title company should consult with underwriting. ⁵³	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
320	* Declaration states that it is a “large scale community” (500 or more acres & development right to create 500 or more possible residential units) ⁵⁴	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Owner’s Association				
225(1)(a)	<input checked="" type="checkbox"/> Name of owner’s association given <i>and</i> it agrees throughout declaration.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
400(3)	<input checked="" type="checkbox"/> Incorporated as either a for-profit or non-profit corporation.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
405(2)(i) & 465	* Power to convey or encumber common elements, or to subject them to an easement or lease.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
405(2)(h)	* Power to acquire title or interest to real estate whether or not it will become part of the common elements. ⁵⁵	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
405(2)(h)	* Title or interest to any real estate acquired (<i>except common elements</i>) is held, encumbered, or conveyed in the association’s name. ⁵⁶	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
300	* Provisions for membership in a master association (with other condo or CIC). ⁵⁷	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
305	* Provisions for subassociation within the condominium project (fewer than all of the units). ⁵⁸	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
310	* Provisions for merger or consolidation with another condominium. (See “ Merger or Consolidation ” below.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Limited Common Elements – Declaration				
240(1)(a) & 220(1)	<p>NOTE 1: LCE are allocated (assigned to a unit) in the declaration (or an amendment), and NOT via a deed, allocated as shown on the map, or other type of purported allocation (assignment).</p> <p>NOTE 2: In addition, unit deed legal descriptions need NOT include express identification of (1) any individual LCE, (2) allocated interest % in the common elements, (3) voting interests or (4) assessment allocations.⁵⁹ Title company should refer to underwriting if requested to do so; <i>see footnote.</i></p>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>



64.90 §§	STATUTORY PROVISIONS	YES	NO	N/A
	* Confirm that LCE are NOT intended to be units (e.g., with allocated interest). If intended to be units, discrepancy must be resolved.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
225(1)(e)	<input checked="" type="checkbox"/> Description of <i>all</i> LCE, if there are any. ⁶⁰	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	* Numbering system agrees with map. If “NO” title company should consult with underwriting.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
240(1)(a)	<input checked="" type="checkbox"/> <i>All</i> and <i>each</i> LCE allocated (assigned) to units in declaration. ⁶¹ (Can be allocated to declarant-owned unit(s) for later reallocation by amendment.) If LCE created but not allocated, title company should consult with underwriting.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
225(1)(f) & 010(20)(b)	<input checked="" type="checkbox"/> Statement that declarant can allocate CE as LCE if the land subject to development right for such allocation is described. (See also “ Legal Descriptions – Declaration ” above.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
225(1)(f) & 010(20)(b)	<input checked="" type="checkbox"/> Land subject to development right for allocation of CE as LCE is described. ⁶² (See also “ Legal Descriptions – Declaration ” above.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
240(2)(a) & (b)	<input checked="" type="checkbox"/> Provides approval process for reallocation of LCE between/among non-declarant owned units. Requires (1) approval by the board, and (2) recorded amendment to declaration executed by association certifying proper adoption. ⁶³ If different procedure, title company should consult with underwriting.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
240(3)	<input checked="" type="checkbox"/> Provides approval process to reallocate (convert) common elements to LCE. Requires (1) allocation of new LLC to a unit, (2) approval of % all owners [default is 67% if not stated otherwise], (3) recorded amendment to declaration and to map executed by association certifying proper adoption.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
240(3)	<input checked="" type="checkbox"/> Provides approval process for incorporating LCE into a unit. Requires (1) approval of % all owners [default is 67% if not stated otherwise], (2) recorded amendment to declaration and to map executed by association certifying proper adoption.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
210(3)	<input checked="" type="checkbox"/> Fixtures ⁶⁴ serving a single unit are LCE for that unit. If “NO” title company should consult with underwriting.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
250(1)	<input checked="" type="checkbox"/> If declaration and map amended to reallocate LCE, all declaration requirements met.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
240(2)(a)	* Declaration and all amendments have been reviewed to confirm <i>current</i> LCE allocation to unit being insured AND deeds in chain of title reviewed to confirm no inconsistencies. (Deeds should not have recited any LCE allocations. Any such recitals should be reviewed by title company underwriting if inconsistent with declaration.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Assessment Liens				
485(2)(a)	<input checked="" type="checkbox"/> States that owners association assessment lien does not have priority over liens recorded before creation of the condo. If “NO” consult with title underwriting.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
485(2)(b) & 485(3) & 485(6)	<input checked="" type="checkbox"/> States that owners association assessment lien has <i>limited</i> statutory priority ⁶⁵ over security interest in the unit (i.e., a mortgage/deed of trust) recorded before date assessment lien became due, unless foreclosed judicially. If “NO” consult with title underwriting.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
485(2)(c)	<input checked="" type="checkbox"/> States that owners association assessment lien does not have priority over real estate taxes and assessments. If “NO” consult with title underwriting.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
485(4)	<input checked="" type="checkbox"/> States that lien is prior to mechanics’ or material supplier’s liens. Should be “NO” or silent on this issue; if “YES” consult with title company underwriting.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
485(5)	<input checked="" type="checkbox"/> States that lien is subject to Ch. 6.13 (homestead exemption). Should be “NO” or silent on this issue; if “YES” consult with title company underwriting.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
485(13)(b)	<input checked="" type="checkbox"/> States that nonjudicial foreclosure under Ch. 61.24 RCW permitted, and includes required language (including naming a trustee pursuant to RCW 61.24.010). Non-judicial provisions not required, but if so must be in conformance. ⁶⁶	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



64.90 §§	STATUTORY PROVISIONS	YES	NO	N/A
★ MAP (MUST BE A SURVEY)⁶⁷ ★				
Name & Miscellaneous				
245(8)(a)	<input checked="" type="checkbox"/> Name of condominium shown (must match verbatim name on declaration). Can be in the "title."	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
245(8)(a)	<input checked="" type="checkbox"/> Includes a statement <i>immediately after the name</i> that it is a <i>condominium</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
215(a)&(b)	* Is there is a failure of the MAP to comply with the statute? ⁶⁸	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
215(a)&(b)	* Is failure of the MAP to comply with the statute insignificant?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
245(8)(o)	<input checked="" type="checkbox"/> Shows other matters customarily shown on land surveys. ⁶⁹	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Recording				
245(3)	<input checked="" type="checkbox"/> Recorded concurrently with declaration.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
245(3)	<input checked="" type="checkbox"/> Cross reference to declaration recording data ⁷⁰ (will be in declarant's declaration).	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
245(7)	<input checked="" type="checkbox"/> Delivered to county assessor.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
025(5)	* Approval by the county assessor (if required in your county). ⁷¹	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Declarant Declaration				
225(6)(c)	<input checked="" type="checkbox"/> Declarant's declaration with statutory language. ⁷²	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
225(3)	<input checked="" type="checkbox"/> Execution by declarant (with "Declarant Declaration").	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	* Proper recitals and acknowledgment form for declarant signature.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Surveyor Certification				
225(6)(a) & 010(53) & 58.09.080	<input checked="" type="checkbox"/> Surveyor's certificate with statutory language (includes language required by Survey Recording Act). ⁷³	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
245(6)(a)	<input checked="" type="checkbox"/> If some units have physical boundaries and some have airspace boundaries, statement included identifying the affected units consistent with the declaration. ⁷⁴	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	* Proper acknowledgment form for surveyor's signature.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Unit Numbering				
	* Identifying number of each unit. ⁷⁵	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	* Identifying number of each unit agrees with declaration	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	* Confirm consistency in both declaration and map with respect to non-traditional units that might otherwise be LCE (e.g., parking spaces, moorage slips, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
225(2)	See also " Amendments " below	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Written Legal Descriptions – Map				
	Is any land abutting or running through the CIC intended to be conveyed or dedicated to the public for roads or similar purposes BEFORE OR AFTER recording? ⁷⁶ <i>If "YES" discuss among title company, attorney, declarant & surveyor.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
245(8)(b)	<input checked="" type="checkbox"/> Legal description(s) of entire initial condominium (if multiple parcels, need not be contiguous).	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
245(8)(h)	* Legal description of each appurtenant easement, if any. ⁷⁷ Include as yet unrecorded easements.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	* Are any new (as yet unrecorded) easements benefitting the condo land intended to be granted as part of the development process either BEFORE or AFTER recording? <i>If "YES" discuss among title company, attorney, declarant & surveyor.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
245(8)(e) & 225(1)(g)	<input checked="" type="checkbox"/> <i>If known at recording</i> , legal description of land not included in initial condominium but can be added pursuant to reserved development right to phase. ⁷⁸	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



64.90 §§	STATUTORY PROVISIONS	YES	NO	N/A
245(8)(d) & 225(1)(g)	<input checked="" type="checkbox"/> <i>If known at recording</i> , legal description of land included in initial condominium that can be withdrawn pursuant to reserved development right. ⁷⁹	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
225(1)(g)	<input checked="" type="checkbox"/> <i>If known at recording</i> , description(s) of all land subject to other development rights. ⁸⁰	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
245(8)(k) & 230(1)(c)	<input checked="" type="checkbox"/> Legal description of each portion subject to a lease. (See also “ Leasehold Condominiums ” below.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
245(8)(j) & 58.09.060	<input checked="" type="checkbox"/> All descriptions tied to sufficient monumented reference corners (section corners, plats, streets, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
245(8)(j)	<input checked="" type="checkbox"/> Identifies elevation benchmark used to establish horizontal boundaries (should be an officially established monument). NOTE: for “airspace” units, benchmark not necessary if location is “otherwise” reasonably described or depicted.” ⁸¹	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Easements				
245(8)(h)	<input checked="" type="checkbox"/> Location and dimension of appurtenant easements, if any, delineated on map (whether or not title insurable as appurtenant). ⁸²	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
245(8)(h)	<input checked="" type="checkbox"/> Shows location and dimensions of all recorded easements burdening the land, with recording data. ⁸³	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
245(8)(h)	<input checked="" type="checkbox"/> Shows location and dimensions of all unrecorded easements burdening the land, with recording data or other source (observed use, etc.). ⁸⁴	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Encroachments				
245(8)(g)	<input checked="" type="checkbox"/> Shows extent (location, dimensions) of all encroachments, including, for example: (a) either way across condominium property lines <input type="checkbox"/> (b) either way across parcels subject to development rights <input type="checkbox"/> (c) improvements within an airspace unit onto the common elements <input type="checkbox"/> (d) encroachments into an airspace unit by common element improvements <input type="checkbox"/> (e) onto easements located on condominium land <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Improvements – Map Drawing				
245(8)(f)	<input checked="" type="checkbox"/> Location and dimensions of all existing buildings containing units.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
245(8)(o)	<input checked="" type="checkbox"/> Location of “unit structure” or other improvement within an airspace unit.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
245(8)(10)	<input checked="" type="checkbox"/> Identifies any unit in which the declarant has reserved a development right to create additional units (by subdividing) or LCE.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
245(9)	* Approximate location & dimensions of any contemplated improvement (optional).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
245(9)	<input checked="" type="checkbox"/> If any contemplated improvements shown, labeled (one or the other required): “MUST BE BUILT” <input type="checkbox"/> “NEED NOT BE BUILT” <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Non-Unit Boundaries – Map Drawing				
245(8)(b)	<input checked="" type="checkbox"/> All land that is the entire initial condominium.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
245(8)(l)	<input checked="" type="checkbox"/> Distance between non-contiguous parcels.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
245(8)(e) & 225(1)(g)	<input checked="" type="checkbox"/> <i>If known at recording</i> , land not included in initial condominium but can be added pursuant to reserved development right to phase. ⁸⁵ (SEE “ Development Rights ” section below for specifics.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
245(8)(e)	<input checked="" type="checkbox"/> If such land, must be labeled “SUBJECT TO DEVELOPMENT RIGHTS TO ADD UNITS THAT WILL RESULT IN A REALLOCATION OF ALLOCATED INTERESTS.”	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



64.90 §§	STATUTORY PROVISIONS	YES	NO	N/A
245(8)(d)	<input checked="" type="checkbox"/> <i>If known at recording</i> , land included in initial condominium that can be withdrawn pursuant to reserved development right. (SEE “Development Rights” section below for specifics.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
245(8)(d)	<input checked="" type="checkbox"/> If such land, must be labeled “MAY BE WITHDRAWN FROM THE CONDOMINIUM.” ⁸⁶	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
225(1)(g)	* <i>If known at recording</i> , land subject to other development rights. ⁸⁷ (See “Development Rights” section below for specifics.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
225(1)(g)	* If such land is shown, <i>may</i> be labeled “SUBJECT TO DEVELOPMENT RIGHTS.” ⁸⁸	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
245(8)(k) & 230(1)(c)	<input checked="" type="checkbox"/> Portions of the land subject to a lease, if any.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
245(8)(k)	<input checked="" type="checkbox"/> If such land, must be labeled “LEASEHOLD REAL ESTATE.” ⁸⁹	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Unit Boundaries – Map Drawing				
245(8)(i) & 245(15)	<input checked="" type="checkbox"/> If vertical boundaries are walls in a building, ⁹⁰ graphical representation of location in relation to: (a) exterior building walls <input type="checkbox"/> (b) other units <input type="checkbox"/> (c) building corners are shown & tied to property corners <input type="checkbox"/> (See footnote)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
245(8)(i)	<input checked="" type="checkbox"/> If vertical boundaries are “planes in space” for airspace unit, then: (a) all boundaries shown <input type="checkbox"/> (b) boundaries tied to property corners/monuments <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
245(8)(j)	<input checked="" type="checkbox"/> Horizontal (upper/lower) ⁹¹ boundaries of each unit shown by: (a) within unit <input type="checkbox"/> (b) on a chart <input type="checkbox"/> (c) side view (elevation) <input type="checkbox"/> (d) other (“reasonably depicted”) <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
245(11)	Horizontal (upper/lower) boundary of airspace portion of unit (such as where deck or patio is extension of inside room of unit in a building) is same as interior portion of unit without needing separate depiction. Permitted <i>unless declaration provides otherwise</i> . Requires review of declaration.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Location of existing “unit structures” or other improvements within airspace units.			
Limited Common Elements – Map Drawing				
	NOTE 1: The map does not allocate (assign) LCE to units, and need not identify unit allocations that are made in the declaration.			
	NOTE 2: A specific metes and bounds legal description of those portions of the common elements that can be allocated as (i.e., converted to) individual LCE parking spaces, storage lockers, moorage spaces, etc., is not required on the map, nor are these areas required to be described, delineated or labeled on the map. If they are described in the declaration, surveyor should consult with declarant and title company.			
245(8)(n)	<input checked="" type="checkbox"/> Location of LCE, if any, including: Porches <input type="checkbox"/> Decks <input type="checkbox"/> Balconies <input type="checkbox"/> Patios <input type="checkbox"/> Storage <input type="checkbox"/> Moorage spaces <input type="checkbox"/> Parking spaces <input type="checkbox"/> Other <input type="checkbox"/> _____ NOTE: Dimensions need not be shown, nor tied to property corners.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
245(8)(n)	<input checked="" type="checkbox"/> Identifying number of each LCE shown & agrees with declaration.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
250(1)	<input checked="" type="checkbox"/> If declaration and map amended to reallocate LCE, all other map requirements met.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



64.90 §§	STATUTORY PROVISIONS	YES	NO	N/A
Principal Common Amenities – Map Drawing				
	NOTE 1: The terms “common amenity” or “principal common amenity” are not defined in WUCIOA. However, they are required to be identified in the public offering statement (POS), and if so must be shown on the map. RCW 64.90.245(8)(m). The POS should be reviewed to confirm whether any are described	X	X	X
	NOTE 2: Examples might include access easements that provide access to the condo (but not interior roads), greenbelts, walkways, parking areas or garages (such as a parking garage or moorage slips that are not LCE but benefit the entire CIC), a swimming pool, tennis courts, play areas, a clubhouse or other community building, etc. If none are described but there appear to be features in the condo that might be considered such, the matter should be referred to title underwriting.	X	X	X
245(8)(m)	<input checked="" type="checkbox"/> General location principal common amenities, if any are described in the POS (must review POS to confirm).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
★ DEVELOPMENT RIGHTS ★				
This review has two aspects: (1) New condo with development rights; (2) After development rights have been exercised = see “Amendments” below. (Title company should consult with underwriting)				
225(1)(g)	<input checked="" type="checkbox"/> Declaration describes all development rights. ⁹² (NOTE: This is independent of whether or not a legal description of affected land is included.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
225(1)(g)	* Identify common rights affecting title insurance, for future reference: (a) Right to add land. <input type="checkbox"/> (b) Right to add land and create new units. <input type="checkbox"/> (c) Right to create new units within common areas. <input type="checkbox"/> (d) Right to subdivide unit(s) to create new units. <input type="checkbox"/> (e) Right to create new common elements. <input type="checkbox"/> (f) Right to withdraw land and units. <input type="checkbox"/> (g) Other (name: _____). <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
235(3)	If units to be added or withdrawn, formula for reallocating allocated interests.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
225(1)(g)	<input checked="" type="checkbox"/> Declaration describes all <i>special declarant rights</i> . ⁹³	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
225(1)(h)(i)	<input checked="" type="checkbox"/> Either: A statement in the declaration for each development right: (a) fixing the boundaries of those portions of the land (see also “ Legal Descriptions – Declaration ” above) subject to the right, <i>and</i> (b) regulating the order in which those portions may be subjected to the right. OR ▼	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
225(1)(h)(i)	<input checked="" type="checkbox"/> A statement in the declaration for each development right that no assurances are provided as to fixed boundaries and sequence. AND ▼	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
225(1)(h)(ii)	<input checked="" type="checkbox"/> A statement in the declaration as to each development right that if it is exercised in any portion of the land subject to that right, whether it must be exercised in all or in any other portion of the remainder of that land that is subject to that right.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
225(1)(i)	<input checked="" type="checkbox"/> Any other conditions or limitations on exercise of development rights, ⁹⁴ including the lapse thereof. (Review for insurability if exercised.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
225(1)(g) 010(20)(a)	<input checked="" type="checkbox"/> Description(s) of all land (not already part of the condo) that may be added as additional phase(s) <i>if</i> phasing is by adding new land rather than creating units within existing common elements. OR: ▼	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
225(1)(h)(i)	<input checked="" type="checkbox"/> If no description of future phase land, declaration states that no assurances are made with respect to location.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
225(1)(g) 010(20)(a)	<input checked="" type="checkbox"/> Description of each portion of the common elements subject to a development right to add improvements. ⁹⁵ OR: ▼	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
225(1)(h)(i)	<input checked="" type="checkbox"/> If no description of such land, declaration states that no assurances are made with respect to location.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



64.90 §§	STATUTORY PROVISIONS	YES	NO	N/A
225(1)(g) 010(20)(b)	<input checked="" type="checkbox"/> Description of each portion of the common elements subject to a development right to create new units. ⁹⁶ OR: ▼	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
225(1)(h)(i)	<input checked="" type="checkbox"/> If no description of such land, declaration states that no assurances are made with respect to location.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
225(1)(g) 010(20)(d)	<input checked="" type="checkbox"/> Description of each portion of the common elements subject to the right to withdraw. ⁹⁷ OR: ▼	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
225(1)(h)(i)	<input checked="" type="checkbox"/> If no description of such land, declaration states that no assurances are made with respect to location.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
225(1)(g) 010(20)(c)	<input checked="" type="checkbox"/> Declaration identifies unit(s) subject to the development right to subdivide or combine or to convert into common elements.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
225(1)(g)	<input checked="" type="checkbox"/> Time limit for each development right to be exercised <i>if</i> description of affected land is included.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
225(h)(i)	<input checked="" type="checkbox"/> Description of each portion of common element land <i>or</i> future phase land, if any, with respect to which development rights can be exercised at different times.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
250 245(12)	If development rights have been exercised, declaration and map have been amended. See “ Amendments ” below.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
★ AMENDMENTS ★				
Declaration Amendments				
	NOTE: Each current <i>and</i> prior recorded amendment to the declaration and map should be reviewed for impact on unit to be insured.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
245(4)	<input checked="" type="checkbox"/> Related map amendment filed simultaneously.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
225(2)	<input checked="" type="checkbox"/> Cross reference to recording data for original declaration.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
225(2)	<input checked="" type="checkbox"/> Cross reference to recording data for all prior amendments to declaration.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
225(2)	<input checked="" type="checkbox"/> Cross reference to recording data for concurrent map amendment (required if, for example: <i>adding units</i> , or if <i>land is added</i> , or if <i>unit boundaries change</i>)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	* Cross reference to recording data for original map (not required, but recommended).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	* Cross reference to recording data for all prior amendments to original map (not required, but recommended).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Varies	<input checked="" type="checkbox"/> Executed by declarant if required by statute (exercising development rights, such as adding land and/or units, withdrawing land and/or units). ⁹⁸	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Varies	<input checked="" type="checkbox"/> Executed by owners association if required by declaration and statute (typically applicable after declarant control period ends). ⁹⁹	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Varies	<input checked="" type="checkbox"/> Executed by unit owner(s) if required by declaration and statute (typically for unit changes). ¹⁰⁰	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	* Properly executed and acknowledged (for entity/entities)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Varies	* Approval by requisite % of owners. Confirm for insurability.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Varies	* Approval by requisite % of lenders. Confirm for insurability.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input checked="" type="checkbox"/> If <i>land, units</i> or <i>LCE</i> added, all requirements for declaration & map met.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
245(12)	<input checked="" type="checkbox"/> If adding land, revised legal description(s) shown.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	* If <i>adding, combining</i> or <i>subdividing</i> units, all resulting unit numbers shown. ¹⁰¹	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	* If <i>adding, combining</i> or <i>subdividing</i> units, unit numbers agree with amended map.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
250(3)(b) 250(5)	<input checked="" type="checkbox"/> If <i>adding, subdividing, or combining</i> units, shows changes in all allocated interests.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
225(1)(d)	<input checked="" type="checkbox"/> If <i>adding, combining</i> or <i>subdividing</i> units, describes unit data – area	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
225(1)(d)	<input checked="" type="checkbox"/> If <i>adding, combining</i> or <i>subdividing</i> units, describes unit data – bedrooms	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
225(1)(d)	<input checked="" type="checkbox"/> If <i>adding, combining</i> or <i>subdividing</i> units, describes unit data – bathrooms	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	* If relocating unit boundaries, describes result.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
250(3)(a)	<input checked="" type="checkbox"/> If <i>converting</i> unit to <i>LCE</i> , shows changes to allocated interests.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

64.90 §§	STATUTORY PROVISIONS	YES	NO	N/A
	<input checked="" type="checkbox"/> If withdrawing land, revised legal description(s) shown.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
250(6)	<input checked="" type="checkbox"/> If withdrawing land on which a unit has been sold, consent by the unit owner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input checked="" type="checkbox"/> If withdrawing units (usually on withdrawn land), shows changes in allocated interests.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	* If land withdrawn by condemnation, declaration and maps amended. ¹⁰²	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	* If land added OR withdrawn for any reason, remaining land and new condo boundaries comply with Ch. 58.17 RCW, and comprise "legal lots."	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	* If withdrawing units (usually on withdrawn land), shows changes in allocated interests. ¹⁰³	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
225(1)(c) & 240(1)(a)	<input checked="" type="checkbox"/> If creating/adding LCE (including converting a unit to LCE): (a) describes LCE (b) allocates LCE to units (all must be allocated)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MAP Amendments				
	NOTE: Each prior recorded amendment to the declaration and map should be reviewed for impact on unit to be insured.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
245(4)	<input checked="" type="checkbox"/> Declaration amendment filed simultaneously.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
245(4)	<input checked="" type="checkbox"/> Cross reference to recording data of: (a) earlier declaration <input type="checkbox"/> (b) earlier map <input type="checkbox"/> (not required, but recommended) (b) concurrent declaration amendment <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
245(6)(b)	<input checked="" type="checkbox"/> Declaration executed by declarant, if applicable. ¹⁰⁴	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Various	Certificate executed by owners association, if applicable. ¹⁰⁵	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Various	Certificate executed by unit owner(s), if applicable. ¹⁰⁶	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
245(6)(a) & 245(12)	<input checked="" type="checkbox"/> Certificate executed by surveyor. ¹⁰⁷	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	* Properly executed and acknowledged for each signatory entity.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
245(12)	<input checked="" type="checkbox"/> If <i>land, units</i> or <i>LCE</i> added, requirements as to units and LCE for new condo creation are met. ¹⁰⁸	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
245(8)(i) & 245(8)(j)	If unit boundaries relocated, new boundaries shown, if applicable.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
245(8)(i) & 245(8)(j)	If unit subdivided or combined, new boundaries shown, if applicable.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	If land withdrawn, withdrawn land and remaining condo land comply with Ch. 58.17 RCW and are "legal lots."	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
★ CONVERSION CONDOMINIUMS ★ (Title company should consult with underwriting)				
655(1)(a)	<input checked="" type="checkbox"/> Is condo project a conversion? If "YES" Continue ▼ Is tenant the proposed insured? If "NO" Continue ▼	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
655(2)(a)	Has tenant been given the option to purchase? If "NO" consult with underwriting. If "YES" Continue ▼	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
655(1)(a)	Has tenant in unit to be insured been given notice?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
655(1)(b)	Is tenant still in possession at closing? If "YES" consult with underwriting.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



64.90 §§	STATUTORY PROVISIONS	YES	NO	N/A
★ LEASEHOLD CONDOMINIUMS¹⁰⁹ ★ (Title company should consult with underwriting)				
230(1)	<input checked="" type="checkbox"/> One of the following must be recorded: (a) full lease(s) ¹¹⁰ recorded <input type="checkbox"/> (b) memorandum of lease(s) recorded <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
230(1)	<input checked="" type="checkbox"/> Did lessor execute the declaration? (Must also be properly acknowledged.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
230(1)(a)	<input checked="" type="checkbox"/> Recording number of full lease. ¹¹¹ OR: ▼	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
230(1)(a)	<input checked="" type="checkbox"/> Statement where complete lease can be inspected. ¹¹²	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
230(1)(c)	<input checked="" type="checkbox"/> Legal description of the leased land. ¹¹³	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
230(1)(b)	<input checked="" type="checkbox"/> Statement of the date on which the lease is scheduled to expire. ¹¹⁴	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
230(1)(f)	<input checked="" type="checkbox"/> Statement of any rights of unit owners to renew or extend the lease. ¹¹⁵ OR: ▼	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
230(1)(f)	<input checked="" type="checkbox"/> Statement that the unit owners do not have the right to renew or extend the lease.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
230(1)(d)	<input checked="" type="checkbox"/> Statement outlining the right of unit owners to redeem. ¹¹⁶ OR: ▼	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
230(1)(d)	<input checked="" type="checkbox"/> Statement that the unit owners do not have the right to redeem. The condominium would be terminated if the reversion to lessor is not redeemed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
230(1)(e)	<input checked="" type="checkbox"/> Statement of the right of unit owners to remove improvements if the lease terminates without redemption by the unit owners. OR: ▼	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
230(1)(e)	<input checked="" type="checkbox"/> A statement that unit owners have no rights to remove improvements if the lease terminates.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Is the lease for both the land and existing improvements (which improvements are the subject of the condominium)? ¹¹⁷	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Is the lease only for vacant land (no existing improvements)? IF SO: ▼	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Does the lease provide for constructive severance (i.e., lessee or unit owners as lessees will have leasehold interest in land and fee in improvements), including a recorded deed from the lessor to the lessee of existing and future improvements? ¹¹⁸ If not, see additional comments in footnote.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Was the lease extended, renewed or replaced? ¹¹⁹ If “YES” title company must review with underwriting.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
230(2)	* Does the declaration provide that the owners association can collect proportionate rents from unit owners and represent the unit owners in all matters relating to the lease?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	* Does the lease permit the owners association to collect proportionate rents from unit owners and to represent the unit owners in all matters relating to the lease? ¹²⁰	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
230(4)	Was there a merger of the fee and leasehold estates as to any unit or all units (that is, acquisition of the lessor’s interest in the lease by unit owners)? ¹²¹	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Was the lease terminated, which would either (a) terminate the condominium or (b) reduce its size? If “YES” discuss with title company underwriting.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
230(5)	<input checked="" type="checkbox"/> Provision in declaration for reallocation of allocated interests if lease termination reduces number of units. Amendment to declaration and map required (reallocation same as for condemnation in RCW 64.90.030(1)).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Any termination of a lease, whether it affects the entire condo (terminating the condo) or only a portion (especially if it reduces the number of units) should be referred to title company underwriting to determine insurability of remaining units (if any) or any interests in any of the land surviving the termination.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>



64.90 §§	STATUTORY PROVISIONS	YES	NO	N/A
★ MANUFACTURED HOMES – HOUSEBOATS ★ (Title company should consult with underwriting)				
	A manufactured home (which term includes a mobile home) is not real property as defined in a title insurance policy, but may become real property (as defined in a policy) pursuant to Ch. 65.20 RCW, and if so, a condo unit might be insured (a) without excepting the manufactured home from the legal description, (b) including the value of the manufactured home in the policy amount, and (c) including one of the ALTA 7-06 series endorsements on the policy. Units will typically be “airspace” units. Answering the following questions will not be the sole determining factor in providing such insurance.	X	X	X
010(57)(c)	* Declaration says manufactured/mobile home is not part of unit, even if title eliminated under Ch. 65.20 RCW. This is permitted. If “YES” it would not be insurable (exclude it from legal description of unit & reduce policy amount).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
010(57)(c)	* Declaration says manufactured/mobile home will be part of unit if title eliminated under Ch. 65.20 RCW. This is permitted. If “YES” AND IF title eliminated, it would be insurable (not excluded from legal description of unit & insure for full value) but based on additional underwriting guidelines for manufactured homes.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
255(4)	Has title to manufactured home been eliminated? (If “YES” refer to title company underwriting guidelines for ultimate insurability.) ¹²²	<input type="checkbox"/>	<input type="checkbox"/>	X
	A houseboat would not necessarily be real property as defined in a title insurance policy, but may become a fixture or real property (as defined in a policy) under certain circumstances, and if so, a condo unit might be insured (a) without excepting the houseboat from the legal description, and (b) including the value of the houseboat in the policy amount. Any request to insure title to and/or the value of a houseboat should be referred to senior underwriting. Answering the following questions will not be the sole determining factor in providing such insurance.	X	X	X
★ TIMESHARING¹²³ ★ (Title company should consult with underwriting before insuring any timeshare interest)				
	Title insurability of timeshare interests is based on timeshare underwriting guidelines for each title insurance underwriter, but would require, at a minimum, express permission in the declaration and a unique description of each timeshare segment that can be conveyed.	X	X	X
	Timesharing is expressly permitted in declaration.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	If timesharing permitted, confirm whether the interest to be insured is or is not a timeshare interest. (A unit in a condominium that permits timesharing may still be conveyed in its entirety and not as timeshare segments.)	<input type="checkbox"/>	<input type="checkbox"/>	X
	Interest of timeshare owners is title to unit and NOT membership in a “club.”	<input type="checkbox"/>	<input type="checkbox"/>	X
	Each timeshare segment (“fractional interest”) is an undivided interest as tenant in common with other owners of the same unit.	<input type="checkbox"/>	<input type="checkbox"/>	X
	Each timeshare segment fixed in time (not undefined or “floating”). (Rotation between fixed time periods may be permitted, as long as specific segment clearly identifies the time periods of each rotation.)	<input type="checkbox"/>	<input type="checkbox"/>	X
	Each timeshare segment/fractional interest clearly identified by number or letter that is unique to interest to be insured. ¹²⁴	<input type="checkbox"/>	<input type="checkbox"/>	X
★ TERMINATION OF CONDOMINIUM ★ (Title company should consult with underwriting)				
	Any termination of a condominium (proposed, in progress or completed), whether it affects the entire condo (terminating the condo) or only a portion (especially if it reduces the number of units) should be referred to title company underwriting, particularly if the interests of the unit owners is to be conveyed.	X	X	X



64.90 §§	STATUTORY PROVISIONS	YES	NO	N/A
290(1)	<input checked="" type="checkbox"/> Requires at least 80% vote for approval of termination (if there are any residential units).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
290(1)	<input checked="" type="checkbox"/> Provides for less than 80% vote for approval of termination (only if there are <i>no</i> residential units).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
290	* Termination under RCW 64.90.290 proposed, in progress or completed. <i>Title company should consult with underwriting to confirm that procedures will be/were followed and that the interests of former unit owners will be insurable. The following items would apply to the procedure used.</i> ¹²⁵	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
290(2)	<input checked="" type="checkbox"/> Written termination agreement executed or ratified (as for a deed) by requisite % of owners.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
290(2)	<input checked="" type="checkbox"/> Termination agreement specifies date after which agreement is void unless recorded by that date.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
290(2)	<input checked="" type="checkbox"/> Termination agreement recorded by specified date.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
290(2)	<input checked="" type="checkbox"/> Amended termination agreement recorded and complies with RCW 64.90.290(1) & (2).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
290(3)(a)	* Condo contains only units with horizontal boundaries between them (i.e., only “stacked” units, and no units that are only side-by-side, with no unit above or below). IF SO: ▼	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
290(3)(a)	* Termination agreement provides for sale of all land after termination, including terms of sale. ¹²⁶ OR: ▼	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
290(3)(a)	* Termination agreement does not provide for any sale after termination. ¹²⁷	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
290(3)(b)	* Condo contains no units with horizontal boundaries between them (i.e., all units are side-by-side; none are “stacked”). IF SO: ▼	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
290(3)(b)	* Termination agreement provides for sale of portions of former common elements not necessary for habitability of a unit. ¹²⁸ (Optional.) OR: ▼	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
290(3)(b)	* Termination agreement provides for sale of one or more individual former unit(s) because declaration provided for it. ¹²⁹ OR: ▼	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
290(3)(b)	* Termination agreement provides for sale of one or more individual former unit(s) because <i>all</i> owners have consented to it. ¹³⁰ OR: ▼	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
290(3)(b)	* Termination agreement does not provide for any sale after termination. ¹³¹	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
290(3)(c)	* Condo contains some units with horizontal boundaries between them and some with no such boundaries (i.e., some units are side-by-side only with no unit above or below & some are “stacked”). IF SO: ▼	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
290(3)(c)	* Termination agreement provides for sale of portions of former common elements not necessary for habitability of a unit. ¹³² (Optional.) OR: ▼	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
290(3)(c)	* Termination agreement provides for sale of one or more individual former unit(s) because declaration provided for it. ¹³³ OR: ▼	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
290(3)(c)	* Termination agreement provides for sale of one or more individual former unit(s) because <i>all</i> owners <i>of the building to be sold</i> have consented to it. ¹³⁴ OR: ▼	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
325	<input checked="" type="checkbox"/> Judicial termination. Must be referred to title company underwriting for determination of insurability after termination. (NOTE: This contemplates reduction in size as well as complete termination. ¹³⁵)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



64.90 §§	STATUTORY PROVISIONS	YES	NO	N/A
★ MERGER OR CONSOLIDATION WITH OTHER CONDO ★ (Title company should consult with underwriting)				
445	* Actual merger or consolidation with another <i>condominium</i> . ¹³⁶ (Merger with non-condominium is not provided for by statute.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
445(2)	<input checked="" type="checkbox"/> Merger or consolidation agreement properly executed (including appropriate form of acknowledgement by each association.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
445(2)	<input checked="" type="checkbox"/> Merger or consolidation agreement properly recorded.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
445(3) 220	<input checked="" type="checkbox"/> Merger or consolidation agreement identifies successor condominium and declaration. NOTE: Name of successor condo should be expressly stated. ¹³⁷	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
445(3)	<input checked="" type="checkbox"/> Merger or consolidation agreement reallocates allocated interests for all units. ¹³⁸	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	* Merger or consolidation agreement identifies all units (reconciles conflicts with numbering systems, if any). If conflicts, may need to amend maps. ¹³⁹	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	* Merger or consolidation agreement incorporates reference to all maps. Confirm no need for map amendments.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Endnotes on following pages



¹ The definition of “common interest community” in RCW 64.90.010(10) does *not* deal with *ownership* of common elements, but rather *shared expenses* relating to that ownership. The four types of CICs are plats, condominiums, cooperatives and “miscellaneous” communities (which are essentially everything that is not a plat, condominium or cooperative). Excluded: shared expenses for such things as driveways, party walls, wells, etc.

² Land located within the boundaries of an Indian reservation is not subject to Washington state statutory and regulatory requirements for subdivision (and other governmental restraints, such as zoning) unless the tribe has entered into an agreement with state or local government to apply Washington laws and/or regulations. This checklist should still be completed, but the project should be referred to senior title underwriting for additional review.

³ A review, although not required, of all items listed in RCW 64.90.610 to be included in the POS can be helpful to confirm that there are no discrepancies between the POS, the declaration/CCRs & the map that might impact insurability of a unit. NOTE: RCW 64.90.445 provides a list of transactions that do not require a POS. Title company should consult with underwriting if POS not available.

⁴ NOTE: RCW 64.90.445 provides a list of transactions that *do not* require a resale certificate. Title company should consult with underwriting if one is not available.

⁵ A declarant would provide a resale certificate instead of a POS after the expiration of time frames set forth in RCW 64.90.605(5), but must provide a resale certificate PLUS additional information pursuant to RCW 64.90.605(6). (NOTE that RCW 64.90.445 provides a list of transactions that do not require a resale certificate.) Title company should consult with underwriting if a resale certificate is offered instead of a POS.

⁶ The CIC is *one* project, with a *single* name; each phase is NOT a separate CIC. (If each phase is a separate CIC, a term such as “Division” would be more appropriate.)

⁷ This should be provided for and shown, but failure to insert the data is not a significant failure and will not impair the existence of the condominium. RCW 64.90.215(4)(b). (NOTE: In part, this provision allows for rare instances when the recording data cannot be readily entered onto the document by the county recorder’s office at the moment of recording.)

⁸ RCW 64.90.025(5) permits review and approval of the declaration by the assessor “...solely for the purpose of allocating the assessed value and property taxes”. This review/approval will likely be evidenced on the face of the map.

⁹ A condo must have common elements. If not, it may be a plat or miscellaneous community, and title company should consult with underwriting.

¹⁰ If common elements are not vested in the unit owners in undivided interests (as allocated in the declaration), title company should consult with underwriting.

¹¹ If there is *any* possible failure to comply with the statute the title company should consult with underwriting for a determination of insurability in the event there may be a “significant” failure to comply.

¹² New projects typically are encumbered by a blanket construction mortgage or deed of trust (although this provision is not just limited to such liens), which must be released as *to the unit insured*. RCW 64.90.650(1)(a)(i). See also RCW 64.90.610(1)(q), where the POS is required to disclose any lien on the common elements that will not be released. Examples include local assessments, labor or material liens. Title company should refer all such liens to underwriting.

¹³ Liens not released pursuant to RCW 64.90.650(1)(a)(i) must either be (1) accepted in writing by the purchaser (RCW 64.90.650(2)(b)), or (2) insured against by a title insurer (RCW 64.90.650(1)(b)). (NOTE: The method by which such insurance could be provided would be based on each title insurance underwriter’s underwriting guidelines.)

¹⁴ Declaration and map must be amended. Title insurance on the conveyed land may also be requested, and is dependent on the same type of review by title underwriting as would be needed for determining insurability of a unit in the condo, but also consideration of proper procedural steps. Possible subdivision pursuant to Ch. 58.17 RCW may be required.

¹⁵ Declaration and map must be amended. Possible subdivision pursuant to Ch. 58.17 RCW may be required. Title company should consult with underwriting.

¹⁶ Declaration and map must be amended. There is no provision in the statute for such procedures, but the process might be considered appropriate, particularly if a conveyance of the withdrawn land is not intended to be recorded until after the declaration and map are amended to reflect the reduced size of the condo. Possible subdivision pursuant to Ch. 58.17 RCW may be required. Title company should consult with underwriting.

¹⁷ Declaration and map must be amended. Possible subdivision pursuant to Ch. 58.17 RCW may be required. Title company should consult with underwriting.

¹⁸ The undivided interest in the common elements allocated to a unit cannot be dealt with separately from the title to the unit. The title company should consult with underwriting if (1) the declaration provides a purported right of partitioning by any party, including a unit owner, lender, judgment creditor, etc., or (2) there has been any purported partition of any portion of the common elements for any reason. (Note that this does not apply to changes as permitted by RCW 64.90.255, RCW 64.90.260 and RCW 64.90.265, nor to conveyance or encumbrance of common elements by the association pursuant to RCW 64.90.465.)

¹⁹ Note that this does not apply to changes as permitted by RCW 64.90.255, RCW 64.90.260 and RCW 64.90.265, nor to conveyance or encumbrance of common elements by the association pursuant to RCW 64.90.465.

²⁰ A leasehold condo is where the declarant has a leasehold interest in the underlying land, and either (a) the buildings are included in the leasehold estate, where fee title to the land and the improvements together remains vested in the lessor, or (b) the lease is a ground lease, where the lessee/declarant improves the land and fee title to the improvements may or may not have been constructively severed by the lessee/declarant. Title company should consult with underwriting for all leasehold condos.

²¹ An appurtenant (benefiting) easement, particularly if it provides primary access to the condominium, is arguably also a “principal common amenity” (RCW 64.90.245(8)(m)) whether or not included in the legal description. If it is shown in the POS, the general location is required to be shown and labelled on the map (RCW 64.90.245(8)(h)&(m)) but such easements are not expressly required to be recited in the legal description of either the declaration or the map.

HOWEVER, whether or not described in the POS as a principal common amenity, for title insurance purposes an easement appurtenant to the land being submitted to a condominium declaration should be (1) included in the legal descriptions of the land in the declaration and on the map, (2) identified in the declaration as to its purpose, (3) delineated on the map, and (4) reviewed for title insurability. Subsequently, an easement appurtenant to the condo project would not be included in the legal description of a unit once the declaration is recorded (even if insurable), since it would be part of the common elements. At the same time, however, upon review the easement is determined to not be insurable, an exception from coverage relating to access may be appropriate; title company should consult with underwriting.

²² Phasing can be accomplished by adding land *and* units at a later date. In this situation, “phase 1” land would be described and included (part of the condominium), but later phase land (not initially included, but that may be added by amendment pursuant to the development right) must also be described if it is known.

²³ If it is all of the land, that can be stated; NOTE, however, that once a unit is sold that is located on *any land* that could be otherwise withdrawn if not for that unit sale, that right to withdraw terminates. (See “**Development Rights**” section.)

²⁴ A specific metes and bounds legal description of those portions of the common elements that can be allocated as (i.e., converted to) individual LCE parking spaces, storage lockers, moorage spaces, etc., is not required, nor are these areas required to be described, delineated or labeled on the map. However, the right to create LCE is a development right (RCW 64.90.010(20)(b)) and as such the affected land *may be* described in the declaration pursuant to RCW 64.90.225(1)(g) and if so, the description and delineation *can be* (but is not required to be) included on the map. Surveyor must consult with declarant.

²⁵ Roads are not “dedicated” to such use in a condominium map, as is common with plats. Such dedication or conveyance would occur independently and preferably prior to the recordation of the declaration and map. In any event, the legal descriptions in the declaration and map should except or exclude the description of the right of way (or by reference to the document) if the dedication/conveyance is complete. However, the condo description should also except or exclude the description of the intended right of way land, even if the condo is recorded prior to the completion of the right of way dedication/conveyance. Access may be an issue, and the title company should consult with underwriting if the right of way is not created at the time the condo is recorded.



²⁶ The declaration must include a description of what constitutes unit boundaries (or, if not stated, then physical walls, floors & ceilings are the boundaries by default). Non-default boundaries would be horizontal and vertical “planes” in space. The boundaries must also be surveyed (tied to physical monuments) and shown on the map. NOTE: This is not the legal description of the project land.

²⁷ If all units are side-by-side, and there are no common elements, it would not be a condo, and either (a) a common area parcel must be created, or (b) arbitrary as it might seem, a horizontal plane in space at a defined elevation (whether above or below ground) must be included that created a common element space. As long as there are any common elements outside of a unit boundary, a horizontal boundary (upper or lower, or both) on a particular unit is not needed. For example, if you there are two stacked units, surrounded by a common element parcel, and separated by a horizontal boundary, the upper unit need not have a defined upper boundary.

²⁸ This applies to traditional unit boundaries within a building and not airspace units. The surveyed boundaries and dimensions remain boundaries. It is not necessary for the declaration to state this, but it should not provide that the boundaries move if the building shifts location.

²⁹ For purposes of WUCIOA this includes a mobile home. Ch. 65.20 RCW.

³⁰ If not intended to be part of the unit as real property (or otherwise cannot be considered a fixture or real property as defined in a title insurance policy), then a commitment and subsequent policy insuring such a unit should (a) exclude the improvement from legal description and (b) reduce policy amount by the value of the improvement. A manufactured/mobile home title may be eliminated pursuant to Ch. 65.20 RCW if permitted in the declaration, and if so could be included in the legal description and the policy amount could reflect its value. Title company should consult with underwriting in **ALL** situations involving such improvements.

³¹ This does not relate to units that are not currently created (whether they will be additional airspace or physical units) and that could be created and added by later amendments pursuant to a “phasing” development right. Rather, it relates to actual units created. Examples include (a) “traditional” units with physical walls, floors and ceilings as boundaries, (b) unit with other types of physical monumentation as boundaries, (c) airspace units within which physical improvements can be constructed later, and (d) an airspace unit that can be subdivided by the declarant pursuant to a reserved development right. Thus, initially created airspace units must be included in the unit count.

³² This is the maximum number of **additional** units that can be added, and would not include the count of initially created units. The declaration need not identify the number of units that might be added in any one possible future phase.

³³ “Identifying number” is a defined term, and must be unique to each unit. See also “**Merger or Consolidation**”.

³⁴ There is no express requirement to show unit numbers on the map, but it obviously is necessary.

³⁵ Applies to unit in building containing the unit or when a building comprises the unit. Would not apply to airspace units if there is no “unit structure” in it. If there is a building in the airspace unit, title company should consult with underwriting.

³⁶ Applies to unit in building containing the unit or when a building comprises the unit. Would not apply to airspace units if there is no building in it. If there is a building in the airspace unit, title company should consult with underwriting.

³⁷ Note that there are two separate sections dealing with incorporation of common elements into a unit. RCW 64.90.240(3) deals mainly with incorporation of LCE into a unit, but includes mention of common element incorporation. RCW 64.90.260(2) & (3) deals more specifically with incorporation of common elements. The provisions are similar. If common elements are to be incorporated into a unit, the procedure should be reviewed by title company underwriting to confirm that it is not inconsistent with either section of the statute.

³⁸ Generally, any combination of units should be referred to title company underwriting. Note that RCW 64.90.255 deals with apertures in common element walls between units that are being combined after both are in common ownership. Under this section it is not necessary to amend the declaration or the map to reflect a different unit number, nor to reallocate allocated interests, for the resulting combination – the two units will merely be in common ownership.

However, the provisions of RCW 64.90.265(2) can also be applied, where the two units will be re-numbered and related changes to area, allocated interests and unit boundaries are to be reflected in amendments to the declaration. Title company underwriting should be consulted to confirm compliance with whichever statute is applied and to confirm insurability of the unit(s) after combination.

NOTE: This section also mentions a *portion* of an adjoining unit. Any attempt to incorporate a *portion* of one unit into another unit as contemplated under this section instead of RCW 64.90.260(1) or instead of RCW 64.90.265(2) without (a) conveyance between the affected unit owners, and (b) amending both the declaration and the map to revise the (i) area, (ii) allocated interests, (iii) new boundaries, and if applicable (iv) number of bedrooms and bathrooms, of each unit (as contemplated by RCW 64.90.265(4)) should be referred to the title company’s underwriter to confirm insurability of the unit(s) after combination.

³⁹ Generally, any combination of units should be referred to title company underwriting. Note that RCW 64.90.260(1) contemplates relocation of boundaries between units, which is also mentioned in RCW 64.90.255 and provided for in RCW 64.90.265(2). If a *portion* of a unit is to be incorporated into another unit, the provisions of either this RCW 64.90.260 or RCW 64.90.265(2) and (4) should be applied and **not** the provisions of RCW 64.90.255. Title company underwriting should be consulted to confirm insurability of the unit(s) after combination, particularly if RCW 64.90.255 is applied.

⁴⁰ Generally, any combination of units should be referred to title company underwriting. A combination of units (or portions of units) is also contemplated by RCW 64.90.255 and RCW 64.90.265(2), but this section is more detailed. Any attempt to combine *any portion of a unit* into another unit should be referred to title company underwriting to confirm insurability of the unit(s) after combination, particularly if done under RCW 64.90.255.

⁴¹ May be omitted for units expressly restricted to nonresidential use, but otherwise show even for “airspace” units if the unit includes or is contained within a physical structure (such as a single-family home, townhouse, etc.) that has bathrooms. In other words, this **must** be included for all residential units, including a **residential dwelling** located within an “airspace” unit, and **may be** shown for units expressly restricted to nonresidential use.

⁴² May be omitted for units expressly restricted to nonresidential use, but otherwise show even for “airspace” units if the unit includes or is contained within a physical structure (such as a single-family home, townhouse, etc.) that has bathrooms. In other words, this **must** be included for all residential units, including a **residential dwelling** located within an “airspace” unit, and **may be** shown for units expressly restricted to nonresidential use.

⁴³ RCW 64.90.225(1)(d)(i) does not expressly require square footage for a “unit structure”, but does require additional information (for example, bedrooms, RCW 64.90.225(1)(d)(iii) and bathrooms, RCW 64.90.225(1)(d)(ii)) and does not distinguish between an airspace unit or units with physical boundaries. Title company should consult with underwriting if square footage, bedrooms & bathrooms is not stated for existing unit structures.

⁴⁴ If all units stated as having an “equal” interest, that statement can be considered “formula”.

⁴⁵ Minor variations in rounding permitted. If the allocated interest for only one or two units is rounded, it is recommended that the formula could so state, identifying the affected unit(s). BUT, in the event of any discrepancy between allocated interests and the stated formula used to calculate the number, the stated allocated interest prevails. However, discrepancies should be resolved prior to recording, and the title company should consult with underwriting for any remaining discrepancies.

⁴⁶ But, certain types of class voting are permitted. RCW 64.90.235(4).

⁴⁷ This is only applicable to condos, and not to other types of CICs. They are still subject to RCW 64.90.010 through RCW 64.90.325 and RCW 64.90.900, and may be subject to the rest of the statute.

⁴⁸ Note that RCW 64.90.100(1) exempts plats, miscellaneous communities and cooperatives (not condos) if they are exclusively nonresidential, unless opted in. RCW 64.90.100(2) says all condos are subject to the statute. RCW 64.90.100(4) says: “A common interest community [*which includes condos*] that contains both units restricted to nonresidential purposes and units that *may be used* for residential purposes is not subject to this chapter unless the units that *may be used* for residential purposes would comprise a common interest community subject to this chapter in the absence of such nonresidential units or the declaration provides that this chapter applies as provided in subsection (2) or (3) of this section.” The purpose of this section is to confirm that a CIC cannot avoid application of the statute based on *possible* nonresidential use of units.

⁴⁹ Exclusively nonresidential condo (e.g., **does not apply** to a mixed-use project) allows option to exclude some WUCIOA provisions. If so, the title company should consult with underwriting to confirm that the declaration properly excludes only permitted provisions. RCW 64.90.100(2): “A condominium in which **all the units** are restricted exclusively to nonresidential use is subject to this chapter, but the declaration **may provide** that only RCW 64.90.010 through RCW



64.90.325 and RCW 64.90.900 apply to the community.” Note that “nonresidential” and “residential” are used in the statute but are not defined terms (nor is any use defined, such as “commercial” or other types of uses).

⁵⁰ Use and age restrictions should be reviewed with respect to possible policy endorsements or other policy coverages relating to violations of recorded restrictions. Note that use “types” are not defined in the statute, although the terms “residential” and “nonresidential” are used in the statute.

⁵¹ Use and age restrictions should be reviewed with respect to possible policy endorsements or other policy coverages relating to violations of recorded restrictions. Note that use “types” are not defined in the statute, although the terms “residential” and “nonresidential” are used in the statute.

⁵² Use and age restrictions should be reviewed with respect to possible policy endorsements or other policy coverages relating to violations of recorded restrictions. Note that use “types” are not defined in the statute, although the terms “residential” and “nonresidential” are used in the statute.

⁵³ This is not related to leasehold condos, where the declarant creates a condominium on a leasehold estate in the land.

⁵⁴ Such projects need not state the maximum number of units that can be created, and must show information required for individual units (RCW 64.90.225(1)(c) thru (n)) only when those units are created. Such projects are unlikely to apply to a typical condominium, but if so, title company should consult with underwriting.

⁵⁵ Land acquired by the owners association is *not* automatically part of the condo legal description (common elements). It can (1) remain separately vested in the association, OR (2) it can be conveyed to each and all of the unit owners in their respective undivided interests, and remain so titled without becoming part of the common elements, AND (but only) if this option is used, (3) it can then be incorporated into the condo description as part of the common elements by proper amendment to both the declaration and the map.

⁵⁶ A *condominium* association may acquire, encumber, or convey property (for example, an adjoining parcel) in its name, but that does not make it part of the common elements. NOTE: That land could then be added to the common elements by (1) conveyance to the unit owners, and (2) proper amendments to both the declaration and the map. (Contrast with land added to a *cooperative, plat or miscellaneous* community, where land acquired by the association in the association’s name is part of the common elements.) Common elements may be encumbered or conveyed only pursuant to RCW 64.90.465, but (unlike with a *cooperative, plat or miscellaneous* community) title is not vested in the owners association.

⁵⁷ The terms and provisions of a master association’s declaration and maps would be appropriate exceptions from title coverage. Title company should consult with underwriting if the condominium owners association is a member as a subassociation of another “master” association (whether or not it is another condominium).

⁵⁸ The terms and provisions of a subassociation’s declaration would be appropriate exceptions from title coverage. Title company should consult with underwriting if there is membership in the condominium owners association by another “subassociation”.

⁵⁹ LCE can only be identified and allocated (and all *must be* allocated) in the declaration, and can only be reallocated by amending the declaration. Including such data in a unit deed is superfluous and susceptible to error. Thus, RCW 64.90.220(1): “...the identifying number of the unit is a legally sufficient description of that unit and all rights, obligations, and interests appurtenant to that unit that were created by the governing documents.” In addition, if LCE are reallocated by declaration amendment (the only method for doing so) prior deeds in the chain of title will be incorrect. Since prior deed descriptions are typically used to when preparing purchase and sale agreements, deeds and deeds of trust, the erroneous information can easily be perpetuated. Title company should contact underwriting if requested to identify any LCE (or other allocations) in unit legal descriptions.

⁶⁰ Two types of LCE should be specified:

(a) First, even though automatically LCE pursuant to RCW 64.90.210(3), the following types should be specified to avoid ambiguity, especially for such areas that are to be delineated on the map: “Any fireplaces, shutters, awnings, window boxes, doorsteps, stoops, *porches, balconies, decks, patios*, and all exterior doors and windows or other fixtures designed to serve a single unit, but located outside the unit’s boundaries, are limited common elements allocated exclusively to that unit.” [emphasis added] An LCE yard space should also be noted.

(b) Second, LCE that are not attached or adjacent to the unit, such as parking spaces, storage facilities, boat moorage slips, etc., should be specified. Confirm that they are not intended to be units.

NOTE: LCE are to be allocated in the declaration and the statutory intent is that they do not need to be included in the legal description of a unit. (RCW 64.90.220(a)) The practice of including any allocated LCE (or allocated interests in the common elements, voting rights or assessment allocations) in a unit deed legal description is superfluous and will potentially create future clouds on titles. Title company should consult with underwriting for any requests to expressly include any LCE in a unit description.

⁶¹ All LCE *must be* assigned. If LCE are to be allocated later, they must either be (a) allocated to a declarant-owned unit and reallocated by recorded declaration and map amendments pursuant to a reserved development right (RCW 64.90.010(20)(b)), or (b) remain part of the common elements and designated/described as real estate subject to the development right (RCW 64.90.010(20)(e)) to be created and allocated as LCE by recorded declaration and map amendments. If LCE purportedly created but not allocated, title company should consult with underwriting.

NOTE: A purported LCE that is not allocated to a unit is not, by definition, an LCE. There may be a temptation to attempt to create un-allocated LCE. However, if specific intended LCE, such as parking spaces, exist but are not yet allocated, they can be identified as common elements that can be allocated pursuant to a reserved development right. In this case, the initial map would show the spaces. Including the LCE identifying number – even as a common element – on the initial map recording would preclude the need for a map amendment when the declaration amendment is recorded to allocate newly created LCE.

Such LCE can also be allocated in bulk to declarant-owned unit(s), and reallocated pursuant to a reserved development right. In any case, the declaration needs to be amended to make the allocation/reallocation, so there is no need to attempt to identify them as LCE in the initial recordings if they aren't going to be allocated.

⁶² There is no requirement for a metes and bounds or other legal description for those portions of the common elements that can be allocated as individual LCE parking spaces, storage lockers, moorage spaces, etc. Nor are these areas required to be described, delineated or labeled on the map. However, the right to create LCE is a development right (RCW 64.90.010(20)(b)), and if specific areas are improved (such as parking spaces that are numbered and available for future allocation as LCE) the declaration should describe this land and the land should be located and labelled on the map.

This may preclude the need for a map amendment when the declarant exercises the development right to create and allocate such areas as LCE.

⁶³ Approval by *unaffected* unit owners not required for this type of reallocation. The board has 30 days (or other time period if stated in declaration) to approve; approval deemed given if board fails to respond.

⁶⁴ RCW 64.90.210(3): “Any fireplaces, shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, decks, patios, and all exterior doors and windows *or other fixtures* designed to serve a single unit, but located outside the unit’s boundaries, are limited common elements allocated exclusively to that unit.”

⁶⁵ These three sections are read together; the significance is in the issuance of the appropriate ALTA endorsement regarding priority of owners association assessment liens, even if the declaration is inconsistent with the statute. Availability of priority coverage for any deed of trust or mortgage over owners association liens, whether or not they are delinquent, is based on each title insurers underwriting guidelines.

⁶⁶ (a) Requests to insure through a foreclosure of owners association liens should be referred to title company underwriting. (b) Availability of priority coverage for any deed of trust or mortgage over owners association liens, whether or not they are delinquent and whether or not they have been foreclosed, is based on each title insurers underwriting guidelines.

⁶⁷ “Map” is now a defined term (02) that replaces “survey map and plans” with respect to condominiums, and must be a survey per RCW 64.90.245(8)(c): “Each map...must show or state: ...As to a condominium, a survey of the land in the condominium...”.

⁶⁸ Title company should consult with underwriting for any possible failure to comply with the statute for a determination of insurability in the event there may be a “significant” failure to comply.

⁶⁹ This might include (to the extent not covered by other specific requirements for the survey) roads, driveways, walkways, fences, rockeries, hedges, retaining walls, encroachments of any kind (onto the condo land from adjoining land, onto adjoining land from the condo land), etc., but not necessarily trees or topographical (such as contours) data.

⁷⁰ This should be provided for and shown, but failure to insert the data is not a significant failure and will not impair the existence of the condominium. RCW 64.90.215(4)(b). (NOTE: In part, this provision allows for rare instances when the recording data cannot be readily entered onto the document by the county recorder’s office at the moment of recording.)

⁷¹ The statute permits review and approval of the declaration by the assessor “...solely for the purpose of allocating the assessed value and property taxes” (RCW 64.90.025(5)), but this might include a review of the map and be evidenced on the face of the map.

⁷² This is not to be confused with a “Declarant Certificate” that is permitted for *non-survey* certification of a *cooperative* map.

⁷³ The term “survey” is defined in RCW 64.90.010(53) and includes the standards in Chapter 58.09 RCW, including the certification required by RCW 58.09.080. Requires certification that (1) an actual survey was made, with correct bearings and distances, (2) all information required by WUCIOA is shown, and (3) both horizontal (upper and lower) and vertical (side) boundaries of units are shown, whether defined by “planes in space” or by physical monuments such as walls, floors and ceilings, or a combination of both. All horizontal boundaries are elevations tied to acceptable bench mark, being shown on the map by 3-dimensional illustration, chart or other method that adequately locates them for each unit.

⁷⁴ Language similar to the following would be appropriate, in a note or legend:

“(a) As to Unit(s) _____, the horizontal and vertical boundaries are determined by the walls, floors and ceilings thereof.
(b) As to Unit(s) _____, the horizontal and vertical boundaries are not determined by physical boundaries. [If applicable:
(c) As to Unit(s) _____, some of the horizontal and vertical boundaries are determined by the walls, floors and ceilings thereof, and some of the horizontal and vertical boundaries are not determined by physical boundaries.] [If applicable: (d) As to Unit(s) _____, the [horizontal] [and] [vertical] boundaries are determined by physical boundaries being the center line of the [floors] [and] [walls] separating the units.]”

⁷⁵ Note that this is not expressly required, but is obviously necessary.

⁷⁶ Roads and similar public rights of way are not “dedicated” to such use in a condominium map, as is common with plats. In a non-plat situation, creation of the right of way would occur independently and preferably prior to the recordation of the declaration and map. A right of way is usually created by easement, deed or condemnation. If created by easement, the legal description of the condo typically should include the land, with the easement shown on the map as burdening the land. If created by conveyance or condemnation, the legal description of the condo in the declaration and map would typically exclude the right of way. Excepting the right of way land from the condo land would be appropriate even if the condo is recorded prior to the completion of the formal right of way creation. In all cases, the title company should consult with underwriting (with respect to the description of the condo land and any exceptions from title coverage related to the right of way) if the right of way is not created at the time the condo is recorded.

⁷⁷ A written description is not required in either the declaration or the map, but are to be located and dimensioned on the map; HOWEVER, an easement appurtenant to the land being submitted to a condominium declaration should be (1) included in the legal descriptions of the land in the declaration and on the map, (2) identified in the declaration as to its purpose, (3) delineated on the map, and (4) reviewed for title insurability.

⁷⁸ Phasing can be accomplished by adding land *and* units at a later date. In this situation, “phase 1” land would be described and included, but later phase land must also be described if known.

⁷⁹ If it is all of the land, that can be stated; NOTE, however, that once a unit is sold on *any land* that could be otherwise withdrawn, that right to withdraw terminates. (See “**Development Rights**” section.)

⁸⁰ Note that this is not expressly required (only land subject to development rights to add units & reallocate allocated interests), but is required for the declaration and will likely be provided by the surveyor anyway.

⁸¹ The horizontal boundaries must still be identified, as long as the location is “reasonably described or depicted.” That typically would be based on an established datum. If a benchmark is not shown, a map legend or note or other comment should explain why, and indicate how the description or depiction is sufficient. Consult with title company underwriting if a benchmark is not identified.

⁸² “To the extent feasible.” Note that if an easement is not locatable on the map, it should not be ignored, but recited in a map legend, with a notation that it is not feasible to show the location or dimensions. In addition, it should be confirmed

with title company. If not insurable, it should still be included in the declaration and included on the map, but title company may limit coverage based on underwriting. Note also that the surveyor is responsible for apparent easements that are not shown in a title report or guarantee.

⁸³ “To the extent feasible.” Note that if an easement is not locatable on the map, it should not be ignored, but recited in a map legend, with a notation that it is not feasible to show the location or dimensions.

⁸⁴ “To the extent feasible.” Note that if an easement is not locatable on the map, it should not be ignored, but recited in a map legend, with a notation that it is not feasible to show the location or dimensions.

⁸⁵ Phasing can be accomplished by adding land *and* units at a later date. In that situation, “phase 1” land would be described and included and identified as part of the condo, but later phase land must also be separately described, and identified as such, if known.

⁸⁶ If it is all of the land, that can be stated; NOTE, however, that once a unit is sold on *any land* that could be otherwise withdrawn, that right to withdraw terminates. (See “**Development Rights**” section.)

⁸⁷ Note that this is not expressly required (only land subject to development rights to add units & reallocate allocated interests is to be described and shown), but the description is required for the declaration and will likely be provided by the surveyor anyway.

⁸⁸ If it is all of the land, that can be stated in a legend note; (See “**Development Rights**” section.)

⁸⁹ If it is all of the land, that can be stated with the description or in a legend note.

⁹⁰ It may not be necessary to show all such boundaries: “...in showing or projecting the location and dimensions of the vertical boundaries of a unit located in a building, it is not necessary to show the thickness of the walls constituting the vertical boundaries or otherwise show the distance of those vertical boundaries either from the exterior surface of the building containing that unit or from adjacent vertical boundaries of other units if: (a) The walls are designated to be the vertical boundaries of that unit; (b) the unit is located within a building, the location and dimensions of the building having been shown on the map under subsection (8)(f) of this section; and (c) the graphic general location of the vertical boundaries are shown in relation to the exterior surfaces of that building and to the vertical boundaries of other units within that building.”

⁹¹ Note that an upper or lower boundary may not be necessary if there are common elements outside of the vertical (side) boundaries of the unit. However, there must be common elements.

⁹² **Note (1):** A *development right* can apply to a unit, or a portion of the common elements. **Note (2):** A *development right* (defined in RCW 64.90.010(20)) is not a special declarant right, but a *special declarant right* (defined in RCW 64.90.010(51)) may include the right to exercise a development right. **Note (3):** In general, development rights impact title insurance (adding or withdrawing land and/or units, subdividing units, reallocating LCEs, etc.), while special declarant rights do not.

⁹³ Special declarant rights generally do not impact title insurance, but the development rights should be listed among special declarant rights.

⁹⁴ Limitations of the exercise of development rights might affect the insurability of units or limited common elements created pursuant to such rights, and should be reviewed again after their creation. Title company should consult with underwriting if the rights are exercised.

⁹⁵ The declaration may fix boundaries, and if so, they must be described. If the boundaries are not fixed, a separate legal description is not required

⁹⁶ The declaration may fix boundaries, and if so, they must be described. If the boundaries are not fixed, a separate legal description is not required

⁹⁷ The declaration may fix boundaries, and if so, they must be described. If the boundaries are not fixed, a separate legal description is not required.

⁹⁸ This is dependent on the nature of the amendment.

⁹⁹ This is dependent on the nature of the amendment.

¹⁰⁰ This is dependent on the nature of the amendment.

¹⁰¹ Not expressly provided for, but obviously required. Note that the original map was not expressly required to show unit numbers. Consult with title company underwriting if not done.

¹⁰² This is not expressly required by statute, but should be done. Consult with title company underwriting if not done.

¹⁰³ Not expressly provided for, but obviously required. Consult with title company underwriting if not done.

¹⁰⁴ This is dependent on the nature of the amendment.

¹⁰⁵ This is dependent on the nature of the amendment. May also required unit owner(s) signature(s).

¹⁰⁶ This is dependent on the nature of the amendment. May also required owner association signature.

¹⁰⁷ If required data shown on earlier map(s), can be so certified as to such data without the need to produce a new map. New map required if only some of the required data was on the earlier map(s).

¹⁰⁸ This includes legal descriptions of added/withdrawn land and all relevant data for added units and LCE.

¹⁰⁹ Refer in general to underwriting guidelines for leasehold estates.

¹¹⁰ Note that CIC might be created on a sublease. The above applies to each lease in the chain of title.

¹¹¹ The full lease seldom recorded, but if it has been, recital of that recording number is sufficient to meet the requirement. NOTE: If the lease has also been amended of record, those recording numbers should also be shown.

¹¹² This would apply if only a memorandum of the full lease is recorded. NOTE: If there are lease amendments that have not been recorded, this statement should be included, even if the full original lease was recorded; the lease and all amendments would be considered the “complete” lease.

¹¹³ If all of the land is subject to one lease, the legal description need not be repeated; a statement to that effect with the description would suffice.

¹¹⁴ If the lease includes either extensions or renewals (whether automatic or optional), the resultant possible dates can be included with the recital of the expiration date.

¹¹⁵ This can include a statement of the resultant possible expiration date of the renewed or extended lease.

¹¹⁶ This would relate to the right of unit owners to acquire the lessor’s interest in the lease that would allow the condominium to continue without termination. The method of such redemption should be stated. Examples include acquisition of the lessor’s interest by the owner’s association (after which the association might make conveyances to the unit owners), or direct deeds by lessor to each unit owner.

NOTE: Redemption does not automatically result a merger of the fee with the leasehold, nor does it terminate the lease. The parties must record a document confirming such merger and lease termination. RCW 64.90.230(4).

¹¹⁷ If so, the estate or interest of the unit owner will be leasehold as to the entire interest in both the unit and the allocated interest in the common elements. ***The language in (a) the lease and (b) the declaration must be reviewed to confirm that there is no ambiguity in the nature of the unit owner’s title to the unit and common elements.***

¹¹⁸ Constructive severance occurs if the lessor conveys improvement to the lessee. If so, the estate or interest of the unit owner could be described in a title insurance policy as “fee as to the unit leasehold as to the interest in the common areas.” (More complete guidelines in the Examiners Manual.) If no constructive severance (i.e., no recorded deed of improvement from lessor to lessee), including silence in the lease as to ownership of improvements added by the lessee, then fee title to improvements should not be insured. However, affirmative coverage by endorsement may be available with respect to such improvements. All leases should be referred to title company underwriting. ***The language in (a) the lease, (b) the declaration and (c) any “severance” documents must be reviewed to confirm that there is no ambiguity in the nature of the unit owner’s title to the unit and common elements.***

¹¹⁹ ***The language in the renewed or lease, and the extension or renewal document (or replacement lease) must be reviewed to confirm that there was no termination of the lease or condominium, and no ambiguity in the nature of the unit owner’s title to the unit and common elements.*** This should be reviewed by title company underwriting.

¹²⁰ This is not required, but facilitates the process if the declaration permits it.

¹²¹ This would not automatically terminate the lease as to any individual unit or the entire leasehold land, but it would permit the recordation of a confirmation confirming the merger and termination of the lease as contemplated by RCW 64.90.230(4). If there is a merger and formal lease termination as to any unit, the title to the unit would be fee (if the lease was not a sublease) and the lease would not be an exception to title in a title commitment or policy. Must be reviewed by title company underwriting.

¹²² The manufactured home title can be eliminated without the consent or joinder of the association, any other unit owner or anyone having a security interest in any other unit or the condo common elements.

¹²³ Timesharing is not prohibited; if permitted, disclosure must be in the POS (RCW 64.90.610(1)(hh)(ii)). Title insurability of timeshare interests is not dependent on compliance with WCUIOA except to the extent the condominium declaration and maps are compliant. Insurability timeshare interests is based on time share underwriting guidelines for each title insurance underwriter, but would require, at a minimum, express permission in the declaration and a description of each timeshare segment that can be conveyed.

¹²⁴ Identifying each timeshare segment (fractional interest) by number, letter or other distinct identifier reduces allows tracking of the number of tenancies available and sold, and avoids the possibility of conveying, for example, an undivided 1/10 interest 11 or more times.

¹²⁵ Note that a termination that does not provide for a sale of the land results in vesting of title in the former unit owners as tenants in common, with right of possession of the area that was the former units. Title insurance underwriting must be consulted for any request to insure the interest of any tenant in common.

¹²⁶ After termination, title to all of the property would vest in the association, as trustee for the former unit owners and lienholders, as their interests may appear.

¹²⁷ After termination, title to all of the property would be vested in the former unit owners, as tenants in common as their interests may appear, each interest being subject to the liens that affected the prior respective units, with the former unit owners each having the right of exclusive occupancy of the space occupied by the former unit (RCW 64.90.290(5)).

¹²⁸ After termination, (a) title to all of the property to be sold would vest in the association, as trustee for the former unit owners and lienholders, as their interests may appear, and (b) title to all of the property not sold would be vested in the former unit owners, as tenants in common as their interests may appear, each interest being subject to the liens that affected the prior respective units, with the former unit owners each having the right of exclusive occupancy of the space occupied by the former unit (RCW 64.90.290(5)).

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¹³⁵ Note that RCW 64.90.325(2) contemplates a possible reduction in size of the condo, although the context of this section is that “substantially all...units have been destroyed, abandoned or uninhabitable.” Any attempt to judicially reduce the size of a condo should be reviewed by the title company senior underwriting.

¹³⁶ Note that the statute does not contemplate mergers with other types of CICs. Title company should consult with underwriting for any mergers of associations affecting the condo to confirm compliance, for title insurance purposes, with name, successor declaration, and amended allocated interests of all units in the successor condominium as required by RCW 64.90.310(3).

¹³⁷ It is recommended that the merger or consolidation agreement identify the name of the successor condominium, which can be utilized in unit deeds to comply with RCW 64.90.220.

¹³⁸ The method used should be carefully reviewed for compliance with this statute.

¹³⁹ If each condo uses the same unit numbering system, it is imperative that it be possible to uniquely identify units in the successor condo. That may require more extensive amendment than is contemplated by RCW 64.90.310, including map amendments.

